



TIFFANY & BOSCO
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Dated: November 22, 2010

A handwritten signature in black ink, appearing to read "George B. Nielsen, Jr.", is written over a horizontal line.

GEORGE B. NIELSEN, JR
U.S. Bankruptcy Judge

Mark S. Bosco
State Bar No. 010167
Leonard J. McDonald
State Bar No. 014228
Attorneys for Movant

10-29399

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

IN RE:

Aaron Scott Petz
Debtor.

No. 2:10-BK-31558-GBN

Chapter 7

ORDER

HSBC Bank USA, National Association, as Trustee
for ACE Securities Corp. Home Equity Loan Trust,
Series 2005-HE7, Asset Backed Pass-Through
Certificates by its Attorney in fact Wells Fargo
Bank, N.A.

Movant,

vs.

Aaron Scott Petz, Debtor, David M. Reaves,
Trustee.

Respondents.

(Related to Docket #9)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated June 23, 2005 and recorded in the office of the
3 Dade County Recorder wherein HSBC Bank USA, National Association, as Trustee for ACE Securities
4 Corp. Home Equity Loan Trust, Series 2005-HE7, Asset Backed Pass-Through Certificates by its
5 Attorney in fact Wells Fargo Bank, N.A. is the current beneficiary and Aaron Scott Petz has an interest in,
6 further described as:

7 Condominium Unit No. H-218, of VILLAGE AT DADELAND, A
8 CONDOMINIUM, according to the Declaration thereof, as
9 recorded in Official Records Book 22886, at Page 4448, of
10 the Public Records of Miami-Dade County, Florida. A/K/A
11 7670 SW 82 Street, Unit H218, Miami, FL 33143

12 IT IS FURTHER ORDERED that Movant may contact the Debtor by telephone or written
13 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
14 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
15 with Debtor. However, Movant may not enforce, or threaten to enforce, any personal liability against
16 Debtor if Debtor's personal liability is discharged in this bankruptcy case.

17 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
18 to which the Debtor may convert.
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